



CITY OF ROCK HILL, SOUTH CAROLINA
REQUEST FOR PROPOSAL
RESIDENTIAL ASBESTOS ABATEMENT

Mandatory Pre-bid Meeting: Wednesday, December 7, 2016 at 9:00 AM

Request for Bids from
SCDHEC Licensed Asbestos Abatement Companies

The City of Rock Hill is requesting proposals for the required asbestos abatement of residential structures located at 460 Fewell Street, 1126 Castle Street, and 432 Allen St.

A mandatory pre-bid meeting will be held on December 7, 2016 at 9:00 AM at the sites of the abatement, beginning at 460 Fewell Street, Rock Hill, SC 29730. Inspection, questions and work review will take place at this time. Only those companies with representatives in attendance at this meeting and signed in will be allowed to submit a bid proposal. Companies must visit all sites in order to bid.

The process of responding to this Request for Proposal (RFP) should involve interested companies reviewing and analyzing the information provided herein and responding in writing to any and all items where a response is requested.

Background

The City of Rock Hill, SC Housing & Neighborhood Services Department is responsible for this project.

Bid Request

Sealed bids will be received by the Purchasing Division of the City of Rock Hill, South Carolina until 2:00 PM local time on December 21, 2016 at which time they will be publicly opened and read aloud. All companies submitting bids are welcome to attend, but attendance is not mandatory. Details of the award will be posted on our website cityofrockhill.com after the bid opening.

The bid opening will begin promptly at the appointed time in the Purchasing Office, located at the City Operation Center, 757 S. Anderson Rd. Building 103, Rock Hill, South Carolina 29730. No bid may be submitted after the bid opening begins. The bidder is solely responsible for the timely submission of his/her bid.

No bid may be withdrawn for a period of sixty (60) calendar days after the bid opening.

Bids may be mailed to City of Rock Hill, Attn: Tom Stanford, P.O. Box 11706, Rock Hill, South Carolina 29731 or hand delivered to Tom Stanford, Operations Center Purchasing Office, 757 S. Anderson Rd., Building 103, prior to the appointed time of the bid opening.

All bids must be in a sealed envelope and marked **“SEALED BID: RESIDENTIAL ASBESTOS ABATEMENT OPEN DECEMBER 21, 2016 at 2:00 PM.”**

All bids must be approved by the Rock Hill Housing & Neighborhood Services Director and the City Manager.

Should the bids be higher than the amount allocated by the City for this project, the City reserves the right to negotiate in good faith with the low bidder. Failing an agreement, the City may reject all bids and resubmit for new bids or make any other decisions it deems to be in its own best interest.

City Contact

If you have any questions regarding this RFP contact Tom Stanford with the Purchasing Office at tom.stanford@cityofrockhill.com.

All questions about the RFP or the work itself must be submitted to City staff by Wednesday, December 14 at 2:00 PM.

Qualified Vendor

A qualified vendor is defined for this purpose as one who meets, or by the date of bid acceptance can meet all requirements for licensing, insurance and service contained within this RFP.

Insurance

Company agrees that Company shall keep and maintain general automobile liability insurance in the amount of \$ 1,000,000 per occurrence for each vehicle and \$1,000,000 in aggregate for all vehicles which Company brings onto City property or use in any manner in the provision of services, including transportation to and from the site (s) where the services are rendered; and Company further agrees that Company shall maintain general liability insurance in the amount of at least \$1,000,000 per incident/occurrence and \$1,000,000 in aggregate for all incidents/occurrence during the policy period; and Company agrees that Company shall maintain Worker's Compensation Insurance on all of the Company's employees. In no event shall Company serve as self-insurer for the purpose of Workers Compensation Insurance. Company also agrees that Company shall provide, in a form acceptable to City, certificates of Worker's Compensation Insurance, Automobile Liability Insurance and General Liability Insurance.

Illegal Immigration Reform Act Compliance

The contractor certifies that the contractor will comply with the requirements of Chapter 14, Title 8 of the South Carolina Code of Laws titled **Unauthorized Aliens and Public Employment** and agrees to provide to the City of Rock Hill any documentation required to establish either; (a) the applicability of such law to the contractor, subcontractor, and sub-subcontractor; or (b) the compliance with this law by the contractor and any subcontractors or sub-subcontractors.

Indemnification

Company agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damages or injury, and all costs and expenses (including attorneys' fees and costs of any suit related thereto), suffered or incurred by the City, arising from or related to Company's negligent performance under this Agreement.

Non Appropriation of Funds

This Agreement shall be subject to the availability and appropriation of funds by Management, and City Council. If the Council does not appropriate the funding needed by the City to make payments under this Agreement for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds, shall constitute a breach of or default under this Agreement

WMBE Statement

It is the policy of the City of Rock Hill to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent with the laws of the State of South Carolina.

It is further the policy of the City of Rock Hill to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status.

It is further the policy of the City of Rock Hill to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

City Business License

The successful contractor, prior to execution of the contract, must possess or obtain a City of Rock Hill Business License. Such license must be maintained throughout the duration of the contract. The fee for such license is based on the amount of the contract with the City if the contractor is not currently doing other business inside the City Limits. If the contractor is currently doing other business within the City limits of Rock Hill, and does not possess a business license, then the fee for the license is based on the total gross receipts from customers within the city limits. Contact City Business License Office at 803-329-7042 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of Rock Hill.

Excluded Bidders

Bids from vendors/contractors with prior poor performance; quality issues, contract conformance, payment history, timeline compliance, or any other reason the City deems POOR PERFORMANCE will not be considered.

Excluded Vendors/Contractors can resubmit complete company information with references for city review after a minimum of one year from the last excluded bid. City will contact Vendor/Contractor with its decision within 30 days of company information submittal. City reserves the right to include or exclude said Vendor/Contractor based on findings.

Customer Service

Please remember, although you are a contracted City service, you each represent the City of Rock Hill during all work performed, face-to-face as well as telephone conversations. These guidelines are to give all contract employees a solid feeling for what the City of Rock Hill expects from any contracted service.

Overview:

- A. Be friendly, courteous, and helpful
- B. Company uniforms must be worn at all times
- C. Staff members must look and act professional at all times.

CONTRACTORS EMPLOYEES:

Before the Contractor can enter the project site, it shall investigate and determine that its employees working on the project site are not listed on the sexual offender registry. Contractor shall require all subcontractors to make a similar investigation. One such investigation within six (6) months of commencement of the project work, by the employer, fulfills the City's requirement for the Project.

The Rock Hill Police Department along with the City of Rock Hill also reserves the right to cancel any contracts, agreements, purchasing or distribution, etc., if they feel the project, purchasing, vehicle(s), and or property(s) may be in jeopardy due to the contractor's employee(s) having a criminal history which may lead to ethical issues while dealing with city workings or investigative activities.

COMPANY_____

Authorized Signature:

PRINT NAME AND TITLE:_____

SIGNATURE_____DATE_____

Instructions to Bidders

Purpose: The purpose of this document is to provide to potential bidders general and specific information in submitting a bid to supply the City's needs as listed within.

1.1 Definitions:

- A) Bidder: This term is used to encompass the party seeking to have an agreement with the City of Rock Hill.
- B) City: This term is defined as the City of Rock Hill, South Carolina. All Communications relating to the bid process or the resulting purchase should be directed to the City's Purchasing Office or to his designated contact.
- C) Purchase: This term means the agreement to be executed by the City and the successful bidder.

1.2 Bid Preparation: All bid responses shall be

- A) Prepared and submitted on the forms enclosed herein, unless otherwise prescribed.
- B) Typewritten or completed in ink, signed by the bidding firm's authorized representative with all erasures or corrections initialed and dated by said signer.
- C) Each bid constitutes an offer and may not be withdrawn except as provided herein. Bid prices are to remain firm for the period stated in the Bid Request.
- D) Each bid shall include the name, address, telephone number, fax number and e-mail address of at least three (3) current customers for whom they have provided similar products. These references may be contacted, and if so, their responses will constitute a significant part in the bid evaluation process.

1.3 Bid Submission: three (3) copies of the Bid Response shall be:

- A) Submitted in a single sealed envelope with the following information written on the outside of the envelope:
 - * The name of the bidding company;
 - * Identification of items being bid; date and time of bid opening.
- B) Mailed or delivered to the address shown in the Bid Request for receipt by the City by the stated deadline.
- C) Bids not received by the time and date specified will not be opened or considered, unless the delay is a result of the City, its agents, or assigns.

- 1.4 Failure to bid:** Any company which does not desire to offer a bid should submit to the City a letter stating a reason for not bidding and whether the bidder desires their company's name be retained or removed from the City's bid list for future solicitations.
- 1.5 Errors in Bid:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the unit price shall govern.
- 1.6 Award Criteria:** The award shall be made to a single bidder who submits the lowest responsible and responsive bid taking into consideration product quality, past performance, and compliance with the stated terms, conditions, and specifications. The City reserves the right to make such decision as it deems to be in its own best interest. The City alone shall make such determination.
- 1.7 Compliance with laws:** The successful bidder shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and comply with all other standards or regulations required by federal, state, county, or City statute, ordinances and rules during the performance of any purchase between the bidder and the City. Any such requirement specifically set forth in any purchase document between the bidder and the City shall be supplementary to this section and not in substitution thereof.
- 1.8 Brand Name:** The use of a brand name is for the sole purpose of describing the standard of quality, performance, and a characteristic desired and is not intended to limit or restrict competition.

Scope of Work/Description of Project Activities

Asbestos Abatement:

The successful SC DHEC licensed asbestos abatement company shall remove all asbestos items described in the Summit AHERA/NESHAP Asbestos Inspection Reports (attached Exhibit A) SCDHEC requirements, including a manifest showing items are disposed of in a SCDHEC approved landfill. Summit will be responsible for the required on-site air monitoring, and it will be the responsibility of the selected contractor to coordinate their work schedule and project design with Summit (Please see attached Project Designs).

All respondents to this portion of the bid shall provide a copy of their SCDHEC Asbestos Abatement certification/license in bid submittal package.

The successful bidder(s) shall provide and pay for all materials, tools, equipment, labor and professional services and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete all work. The City of Rock Hill will coordinate the SC DHEC required on-site air quality monitoring for the asbestos removal portion of the project.

The SC DHEC asbestos removal company agrees to indemnify, defend and hold harmless the City of Rock Hill along with any of its elected, appointed officials and or employees of the organization from any and all claims, liabilities, obligations, governmental penalties, fines and causes of action of whatsoever nature, including injury to or death of any person or damage to or destruction of any property, or court costs or attorney's fees resulting from any and all negligent acts or omissions of Contractor or any Subcontractor engaged by the demolition contractor and/or SC DHEC asbestos abatement company or any of their respective directors, officers, partners, principals, employees or agents.

It is understood and agreed that this document, upon acceptance of bids, shall be part of the agreement between the parties and be subject to the following conditions:

1. The bids shall be reviewed by the City Purchasing Division and the Housing and Neighborhood Services Department shall determine the bids that are the most advantageous to the City of Rock Hill, South Carolina. The bids shall be accepted or rejected by City Management.
2. All work is to be done in accordance with City of Rock Hill and SCDHEC asbestos abatement requirements.
3. No work shall be started by the SC DHEC licensed asbestos abatement company until acceptance of a written contract (Notice to Proceed) has been issued by City of Rock Hill, signed by the demolition contractor and/or SC DHEC licensed asbestos abatement company and the company has returned the signed order to City of Rock Hill Purchasing Division.
4. The successful SC DHEC licensed asbestos abatement company shall commence work within five (5) business days after the acceptance of the signed Contract and Notice to Proceed by City of Rock Hill.

5. One payment to the SC DHEC licensed asbestos abatement company shall be made after satisfactory completion of all abatement activities.
6. The SC DHEC licensed asbestos abatement company shall not assign any rights under the Contract without first obtaining written consent from City of Rock Hill. Any request for assignment must be approved in writing by City of Rock Hill.
7. It shall be the SC DHEC licensed asbestos abatement company's responsibility to obtain and pay for all items necessary for the execution and successful completion of asbestos abatement activities. City of Rock Hill is not responsible for any types of expenses associated with asbestos abatement.
8. The entire project shall be executed in accordance with all applicable local codes and regulations.
9. These abatements are part of the Neighborhood Initiative Program.
10. State Housing Procurement Policy mandates that we only consider bids within 10% (higher or lower) of the public body estimate. The estimate will not be made public. The Public Body Estimate form must be completed for this project.

All bidders must comply with all state and local laws, and ordinances regarding fees, licensing, permitting and bidding requirements.

All prices quoted are to include all material, supplies, equipment, and labor to perform the task in a workmanlike manner. All prices are to include all applicable taxes, if any.

The City will provide a dumpster for non-asbestos debris.

The inspection report for 460 Fewell Street says that the shingles on the outside of the house (approximately 1200 sq. ft.) did not test positive for asbestos. However, the contractor should remove these as if they are asbestos.

Contract Term

This contract term will not exceed 60 days from the date of execution. Contractor will be subject to a \$200.00 per day fine for non-completion at end of contract term.

Acts of God or weather conditions will be taken into consideration before fines are enforced.

Scheduled Hours

Work may be performed from 8:00 A.M. – 6:00 P.M Monday through Friday, any other hours need to be approved in advance by City management

Sub-Contractors

All subcontractors must be approved in advance by city staff. Subcontractors must adhere to the same insurance, license standards and regulations as the selected contractor

BID SHEET

We, the undersigned, do hereby affirm that we have read and understand the enclosed bid requirements and specifications; and do submit this bid for the items listed below:

Asbestos Abatement Cost for 460 Fewell St: \$ _____

Asbestos Abatement Cost for 1126 Castle St: \$ _____

Asbestos Abatement Cost for 432 Allen St: \$ _____

Asbestos Abatement Cost for all properties: \$ _____

Company Name: _____

Contact Name: _____ Title: _____

Signature: _____ Date: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Email: _____